



## **MONTANA STATE HOSPITAL POLICY AND PROCEDURE**

### **HOUSING POLICY**

**Effective Date:** August 28, 2006

**Policy #:** HR-10

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#### **I. PURPOSE:**

- A. To provide for the protection and maintenance of state housing units
- B. To provide a clean, safe, pleasing living area for state employee Tenants or individuals providing services to the hospital.

#### **II. POLICY:** The State of Montana through the Department of Health and Human Services shall exercise all rights of any landlord in renting of the units available for occupancy located at Montana State Hospital. All housing units controlled by Montana State Hospital shall be subject to this policy.

#### **III. DEFINITIONS:**

- A. Owner – refers to Montana State Hospital in the rental agreement.
- B. Tenant or Renter – refers to employees who are renting housing from Montana State Hospital.

#### **IV. RESPONSIBILITIES:**

- A. The Human Resources Director is the designated Housing Officer and is responsible for administering this policy and rental agreements on behalf of MSH.
- B. Tenants must adhere to this policy in its entirety.

#### **V. PROCEDURE:**

- A. The Housing Officer will maintain a list of permanent employees desiring state housing.
- B. Employees desiring state housing shall submit a housing request to the Human Resources Office. The request must be submitted in writing and requests must be reconfirmed and updated annually. Request forms are available in the Human Resources Office.
- C. When a housing vacancy occurs, the selection of a Tenant will be made according to the following guidelines:
  - 1. Housing may be offered to employees to enhance recruitment or retention of employees in critical positions.
  - 2. Priority will also be given to members of the Hospital fire department or persons who express a willingness to join.

3. Consideration will be given to the size of an employee's family in relation to the nature and size of the housing unit available.

**D. Rental Agreement**

All employees renting housing will be required to enter into a rental agreement with the state, which will be effective for so long as the employee occupies state housing.

The rental agreement will expire and the Tenant is required to vacate the unit no more than 30 days after termination of employment.

- E. All housing units will require a damage and cleaning deposit from the renter equal to the non-discounted monthly rental of the unit offered. Such deposit shall be made at the date of notice to the employee of the unit availability and upon the employee's acceptance. The deposit may be refunded at the conclusion of the rental period, subsequent to inspection and certification that the property has not been subjected to other than normal wear and usage and has been adequately cleaned. Units will also require an additional deposit for pets.

**F. Rental Amounts**

The rent charged for each unit will be recalculated periodically and based on fair market rental rates in the local geographical area.

**G. Rental Discounts**

The Hospital will provide housing to physicians without charge. Other rental discounts may be offered by the Hospital to assist with employee recruitment and retention for critical positions.

**H. Miscellaneous**

1. The Hospital recommends that all tenants maintain renter's insurance to cover personal property. The Hospital is not responsible for damaged or stolen personal property belonging to tenants.
2. Tenants will be held financially responsible for damages to Hospital property caused by negligence or abuse.
3. Hospital property may not be used for illegal or unsafe activities. Illegal or unsafe activities by any member of a household or visitor to a household may be grounds for eviction or termination of the lease agreement.
4. Violations of policy or the rental agreement may result in eviction with a thirty (30) day notice.

I. Pets

Generally tenants may have pets, but must be considerate of others. The number of pets, type of pets, location and types of pet structures may be restricted by the Hospital when pet ownership adverse affects others.

Tenants must obtain authorization to have pets from the Housing Officer.

All dogs must be licensed by Anaconda/Deer Lodge County.

All dogs, cats, and other pets when appropriate must be vaccinated for rabies.

Structures intended for pets (e.g., large doghouses, kennels, dog runs, hutches, etc) must be approved by the housing officer and maintenance supervisor prior to construction. The housing officer will consider the size and number of animals, location of the residence, proximity to other residences, potential for damage to state property, and any other relevant factor when determining whether or not structures will be allowed.

Dogs and other large animals must be maintained under the owner's control at all times. The Anaconda/Deer Lodge County Animal Control Officer will be asked to remove animals running at large or otherwise creating a nuisance on campus. Hospital security staff may also remove nuisance animals.

Tenants are responsible for damage to state property caused by their pets. Owners are expected to reimburse the Hospital or others for damage caused by pets. Damage may also result in an order to remove the animal from the Housing Unit or termination of the lease agreement.

J. Tenant Responsibilities

1. Children twelve and under will not be left unsupervised in housing units. Complaints regarding unsupervised children may be turned over to the proper authorities.
2. The lawn adjoining each Tenant's residence is his/her responsibility and must be appropriately maintained. This means that grass is to be regularly cut and trimmed during warm weather months and personal articles are to be picked up and kept in an orderly fashion.
3. Vehicles may not be parked on lawns, either in front of or behind the residences. Parking spaces are designated and must be used. Vehicles parked on lawns or in other inappropriate areas may be towed away at the Owner's expense.

Junk or abandoned vehicles may not be maintained in the residential area. Vehicles needing repair must be repaired promptly. The Hospital will remove junk or abandoned vehicles at the owner's expense.

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4. There will be no construction for the purpose of effecting modifications to the residence or garage without written pre-approval. Unauthorized modifications will result in eviction.

5. Replacement Agreements

Subject to prior approval by the Housing Officer, Tenants may deduct from their rent the cost of purchasing appliances or carpet. Items obtained under replacement agreements become state property immediately upon installation or placement in, on, or adjacent to the state owned property.

**VI. REFERENCES:** None

**VII. COLLABORATED WITH:** Hospital Administrator

**VIII. RESCISSIONS:** #HR-10, *Housing Policy* dated September 1, 2002; Policy #12-04H.020492, *Housing Policy* dated October 1991.

**IX. DISTRIBUTION:** All hospital policy manuals

**X. REVIEW AND REISSUE DATE:** August 2009

**XI. FOLLOW-UP RESPONSIBILITY:** Director of Human Resources

**XII. ATTACHMENTS:** A. [MSH Rental/Deposit Agreement](#)  
B. [MSH Pet Agreement](#)

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Ed Amberg  
Hospital Administrator

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Todd Thun  
Director of Human Resources

# Montana State Hospital Rental/Deposit Agreement

\_\_\_\_\_ (Tenant) agrees to rent from Montana State Hospital (Owner), housing unit # \_\_\_\_\_ located at Montana State Hospital. The right to occupy this housing unit is conditional upon employment in and about the premises of MSH;

Security/pet deposits in the amount of \_\_\_\_\_ are due and payable to MSH or may be made through payroll deduction.

Amount paid \_\_\_\_\_ Date paid \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant authorizes Payroll Deduction of deposits on Pay Period End \_\_\_\_\_

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**TERM:** The term of this agreement shall begin on \_\_\_\_\_ and continue on a month-to-month basis thereafter. Either party may terminate the agreement by giving the other party thirty (30) days notice. Regardless of written notice, the term of the agreement will expire thirty (30) days after termination of Tenant's employment.

**RENT:** Rent shall be \$ \_\_\_\_\_ per month. Tenant shall arrange for payroll deduction of the monthly rent and to continue such deduction throughout his/her occupancy. Rent will be adjusted from time to time to reflect market rates, and may be changed by Owner at any time upon 30 days written notice.

**USE:** The premises shall be used as a residence by the undersigned persons, and no others: \_\_\_\_\_

\_\_\_\_\_  
without prior written consent of Owner. Occupancy by guests staying for over 16 days will be considered in violation of this provision.

**PETS:** Tenant may have the following pets, and no others without prior written consent of Owner:

\_\_\_\_\_  
A Pet Deposit in the amount of \$ \_\_\_\_\_ is required, and may be retained by Owner after termination of the rental agreement to cover the cost of repairs or cleaning resulting from any pets residing at the premises.

**UTILITIES:** The Tenant shall be responsible for the payment of all utilities and related services, including electric, gas, water, phone, TV cable, sewer and garbage services. The Tenant may pay utility costs by payroll deduction.

**ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities pertaining to the use of the premises. Tenant shall not use the premises for any illegal activity.

**ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises.

**APPLICABILITY OF RESIDENTIAL LANDLORD AND TENANT ACT:** Because this rental agreement is conditioned upon employment, the Montana Residential Landlord Tenant Act (Title 70, Chapter 24, MCA) does not apply. However, where the statutory responsibilities of landlord and tenant under the Act are not in conflict with provisions of this agreement, they will apply as if incorporated here.

**MAINTENANCE, REPAIRS, OR ALTERATIONS:**

Tenant acknowledges that the premises are in good working order and repair, unless otherwise indicated in writing, at the time of signing this rental agreement. Routine care and upkeep and watering of surrounding lawns and grounds, and routine care and maintenance of the premises in a clean and sanitary manner, including all equipment, appliances and furnishings supplied with the premises, is the responsibility of the Tenant. The Tenant shall surrender the premises and furnishings at termination of this agreement in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his/her family, invitees, guests, or approved pets. Tenant shall not paint, construct, or otherwise make alterations to the premises without written permission from Owner. Owner shall repair damage to the premises, appliances and furnishings not caused by Tenant negligence, upon reasonable notice.

**ENTRY AND INSPECTION:** Tenant shall permit Owner or its agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary repairs, to show premises to prospective Tenants, or for inspections.

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner or its agents. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damage which Owner is legally responsible. [Tenant shall obtain and provide proof of renters insurance within 30 days of signing this rental agreement.]

**DEFAULT:** If Tenant fails to pay rent when due, or perform any term of this agreement, Owner may terminate this agreement upon not less than three (3) days written notice of default. Unless Tenant cures the default within the notice period, Owner may terminate the rental agreement immediately.

**SECURITY:** The security deposit set forth above shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent.

**DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within thirty (30) days from date possession is delivered to Owner, together with a statement showing any charges made against such deposits by Owner.

**NO ATTORNEY'S FEES:** Neither party may be awarded attorney fees in any legal action brought by either party to enforce terms of this agreement or relating to the rented premises. 70-24-442, MCA, does not apply.

**WAIVER:** No failure of Owner to enforce any term of this agreement shall be deemed a waiver of Owner's right to the Tenant's full performance.

**NOTICES:** Any notice which either party may give or is required to give, may be given by mailing same, postage prepaid, to Tenant at the premises or to Owner at the Human Resources Department, Montana State Hospital, Warm Springs, Montana 59756.

**TIME:** Time is of the essence in this agreement.

**ADDITIONAL TERMS AND CONDITIONS:** The MSH Housing Policy, # HR-10, is incorporated as part of this agreement. All provisions of the Housing Policy will be enforceable as part of this agreement. Owner will supply a copy of the Housing Policy to the Tenant at or before the time of signing of this agreement.

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between parties and may be modified only by writing signed by both parties.

The undersigned Tenant hereby acknowledges receipt of a copy of this agreement and the MSH Housing Policy.

TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

Owner: \_\_\_\_\_

# Montana State Hospital Pet Agreement

This agreement is attached to and forms a part of the rental agreement dated \_\_\_\_\_ between the State of Montana, Montana State Hospital as Owner and \_\_\_\_\_ as Tenant.

Tenants desire to keep a pet(s) named \_\_\_\_\_ and described as \_\_\_\_\_ in the dwelling they occupy under the rental agreement referred to above. Tenants agree to the following terms and conditions in exchange for permission to keep pet(s) in the above rental unit.

1. Tenants agree to keep their pet under control at all times.
2. Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3. Tenants agree not to leave their pet unattended for any unreasonable periods of time.
4. Tenants agree to dispose of their pet's droppings properly and quickly.
5. Tenants agree to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owner or Management.
6. Tenants agree to get rid of their pet's offspring within eight weeks of birth.
7. Tenants agree to pay immediately for any damage, loss, or expense caused by their pet(s), and in addition, they will add \$100 to their security/cleaning deposit, any of which may be used for cleaning, repairs, or delinquent rent or utilities when Tenants vacate. This added deposit or what remains of it will be returned to Tenant within thirty (30) days of vacating the dwelling.
8. Tenant agrees that the Owner reserves the right to revoke permission to keep the pet should Tenant break this agreement.

Tenant \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_